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Title: **Washington County and Washington County Sheriff Correction Officers Association (2007)**

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Union: **Washington County Sheriff Correction Officers Association**

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COPY
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AGREEMENT BY AND BETWEEN
WASHINGTON COUNTY AND THE WASHINGTON COUNTY SHERIFF
AND
WASHINGTON COUNTY SHERIFF
CORRECTIONS OFFICERS' ASSOCIATION

January 1, 2007 - December 31, 2009

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 02 2009

ADMINISTRATION

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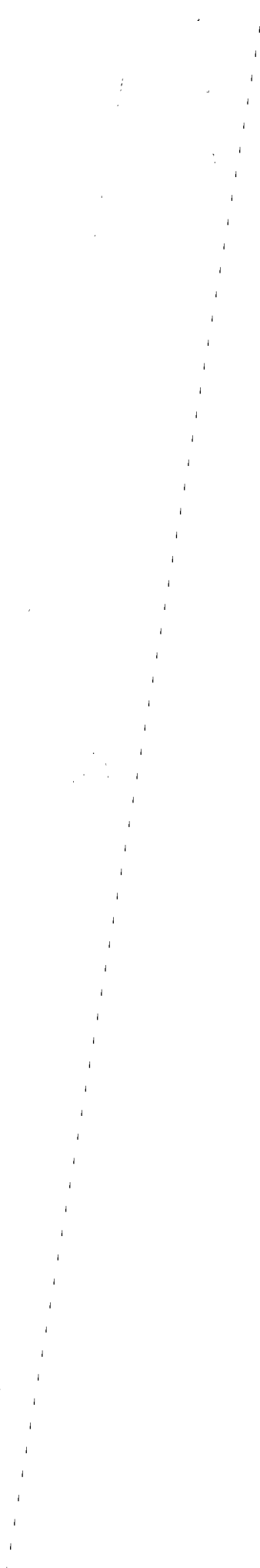


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ARTICLE 1. Condition and Scope of Agreement

- A. Washington County Sheriff's Department and Washington County, a joint employer, hereinafter know as the EMPLOYER, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Washington County Sheriff's Department which will enhance the working program of the Washington County Sheriff's Department and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and;
- B. To assure equitable treatment of its Employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules and regulations and policies shall be construed for the accomplishment of this purpose:
- C. Hereby agrees to recognize Washington County Sheriff Correction Officers' Association located at the Washington County Correctional Facility, as the sole and exclusive bargaining representative of:

All full-time employees of the EMPLOYER in the title of Correction Officer, Senior Correction Officer, Assistant Correction Administrator and excluding all others, with regard to rates of pay, wages, hours and working conditions of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

- D. This AGREEMENT, entered into this 1st day of August, 2007, between WASHINGTON COUNTY SHERIFF CORRECTION OFFICERS' ASSOCIATION, hereinafter referred to as the "UNION" and "WASHINGTON COUNTY SHERIFF'S DEPARTMENT, Fort Edward, New York, and WASHINGTON COUNTY hereinafter referred to as the "EMPLOYER" shall be in effect from January 1, 2007 to December 31, 2009.

ARTICLE 2 - Union Security

- A. In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.
- B. AGENCY SHOP FEE: The Employer affirms that the unit has demonstrated 90% membership covered by this Agreement and agrees to implement the agency fee dues deduction throughout the term of this Agreement.
- C. The Employer will submit to the union each quarter a list of any new employees, their date of hire, the activity in which they are working or will be working and their status as either permanent or temporary workers.

ARTICLE 3 – Seniority

- A. Seniority shall be based entirely upon the Officer's uninterrupted service in the Department and shall be broken if he or she leaves active service in any period of time for any reason, except authorized sick leave, military leave or authorized leave of absence, to include layoffs.

ARTICLE 4 - Prohibition of Strikes

- A. Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage or condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

ARTICLE 5 - Resolution of Deadlocks In Collective Bargaining

- A. The parties agree to start negotiations for a successor Agreement between 75 and 105 days prior to the expiration of this Agreement.

ARTICLE 6 - Union Affairs and Associations Business

- A. The President of the Association or his designee, upon request, will be provided ample time when necessary to process employee grievances.
- B. Employer to provide space at its Correctional Facility for the Washington County Sheriff Correction Officers' Association to post notices and information concerning association business.
- C. Employer, upon request will supply space within the building for the Association to hold meetings of the Association.
- D. The union will be allowed 7 days annually for union business to be used by the President, WCSCOA or designee, upon approval of the Sheriff or his designee.

ARTICLE 7 - Separation From Employment

- A. Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the pay period next following such quitting. Accrued benefits as have been established hereunder shall be included in such payments.
- B. Upon separation from employment, the employee shall return to his immediate Supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted, or will have deducted from the last day the fair and reasonable value thereof.

ARTICLE 8 – Overtime

- A. The Employer shall pay employees covered by this contract at the rate of time and one half for hours worked by the employee over eight and one half (8 ½) hours per day or eighty (80) hours per pay period.
- B. Employees who are assigned an overtime assignment shall work such overtime assignment and shall not switch the assignment with another employee. An employee who fails to work assigned overtime shall be placed at the bottom of the seniority list for the next overtime assignment.
- C. An employee who works double shift and who calls in sick the next day will not receive overtime for the preceding day unless said employee works more than forty (40) hours in that week.

- D. Shift Differential Pay: The "C" line shift will receive a shift premium of fifty cents (\$.50) per hour and employees who work the "A" line shift will receive a premium of forty cents (\$.40) per hour. Effective January 1, 2002, the "C" line differential shall be fifty-five cents (\$.55) per hour and the "A" line differential shall be forty-five cents (\$.45) per hour. Effective January 1, 2003, the "C" line differential shall be sixty cents (\$.60) per hour and the "A" line shift differential shall be fifty cents (\$.50) per hour. This shift differential or premium will be paid in addition to all other wage or premium payments.
- E. Employees with a regular day off (RDO) scheduled to start at the end of their scheduled shift shall not be subject to mandatory overtime.
- F. Only one four hour mandatory assignment shall be applicable per shift.

ARTICLE 9 - Off Duty Court Appearances

- A. The Employer shall pay employees covered by contract: at the rate of time and one-half for a minimum of two (2) hours for off-duty court appearances by employees.

ARTICLE 10 - Call Outs

- A. The Employer shall pay employees covered by this contract at the rate of time and one-half for a minimum of four (4) hours for call outs that are approved by the Sheriff (or officer in charge). This provision shall not apply to extension of the employee's regular shift (i.e. coming in early or staying later.)
- B. Employees who are called out to work with less than 24 hours advance notice shall be paid time and one-half for a minimum of four hours. Employees who are called out with more than 24 hours notice of such a call-out shall receive time and one-half for the actual time worked.
- C. Call-outs shall be approved in advance by the Sheriff or Officer in Charge.

ARTICLE 11 - Mileage

- A. The Employer will pay employees covered by this contract at the rate of twenty-eight cents (\$.28) per mile for the use of the employee's private vehicle for the employee's off-duty court appearances, department meetings and classes and schools, all of which shall be first approved by the Sheriff. Effective 7/01/2007 the mileage allowance shall increase to thirty-five cents (\$.35) per mile.
- B. If, during the life of the contract, the County authorized mileage allowance increases for other employees, it will be extended to members covered by this agreement.

ARTICLE 12 - Department Meetings

- A. The Employer shall pay employees covered by contract: at the rate of two (2) hours minimum for any and all department or unit meetings called by the Sheriff. The pay will be at the rate of straight time.

ARTICLE 13 - Probationary Period

- A. The probationary period shall be that established by the Civil Service Law.

ARTICLE 14 - Civil Suits

- A. The Employer agrees to indemnify and hold harmless all employees who are sued for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation, violation of right of privacy, wrongful entry, wrongful eviction and invasion of right to private occupancy, which said suit or action arises out of the normal course of employee's employment.

ARTICLE 15 - Payroll Deductions

- A. The Employer will provide payroll deduction of membership dues and insurance premiums from wages of Association members, and, upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the Employer will make and remit such deductions to the appropriate agencies. The Employer will provide such authorization cards.
- B. Insurance premiums only include Health Insurance and Life Insurance as per Board resolution.

ARTICLE 16 - Military Leave

- A. Military Leave - Those members of the unit who are members of reserve military units shall be accorded benefits pursuant to appropriate federal and state laws.
- B. Members of the bargaining unit who are required to attend a two week training session of the U.S. Military reserve or National Guard shall submit a copy of their order to report for active duty to the Sheriff or his designee at least two weeks prior to the start of such military duty.
- C. Members of the bargaining unit who are required to attend weekend drills of the U.S. Military reserve or National Guard unit shall submit an official copy of the weekend duty dates to the Sheriff or his designee at least two months prior to the first weekend drill.

ARTICLE 17 - Uniforms and Equipment Issuance

- A. The Employer will provide complete BDU uniforms (as listed below) per the Sheriff's letter of October 16, 1997, and equipment to all Correctional Officers in the Sheriff's Department required by the Sheriff to wear uniforms, in the amounts that are presently in effect.

Uniform requirements:

- (3) Long sleeve shirts
 - (3) Short sleeve shirts
 - (3) Pairs of trousers
 - (1) Pair of summer boots
 - (1) Trouser belt
 - (1) Baseball style cap
 - (1) Winter coat prior to winter season for new hires
- All patches and brass required

New hires shall be entitled to an initial uniform allotment as listed above. Effective January 1, 2005, second year employees and longer term employees will receive a \$400 uniform allowance to replace any of the above items or any other clothing item authorized by the Sheriff. Effective January 1, 2008, the \$400 uniform allowance shall become \$500.

ARTICLE 18 - Bargaining Unit

- A. The Employer will prepare and deliver to the Association, a number of copies of this Agreement equal to the number of members in the bargaining unit.

ARTICLE 19 - Work Day and Work Week

- A. The County shall implement a four (4) days on two (2) days off work schedule for corrections officers on January 1, 2002, as agreed to by the negotiations sub-committee in October/November 2001 and as reflected in this Agreement.

- B. No employee will be required to work in excess of sixteen and one half (16 ½) hours in any work day except in an emergency situation.

C. Shift times:

Shift times shall be as follows:

- A line 11:30 p.m. to 8:00 a.m.
- B line 7:30 a.m. to 4:00 p.m.
- C line 3:30 p.m. to 12 midnight.

- D. If an employee works less than 2080 hours per calendar year, the employer shall use the time under the 2080 hours for in-service training, or the employer shall make other appropriate work assignments such as transports or other bargaining unit work.

E. Schedule Posting

The work schedule will be posted on the Monday preceding the first day of the work week.

F. Shift Swaps

1. Only full time corrections officers will be allowed to swap shifts. The officers involved in the swap are individually responsible for the shift they swapped to. Any officer who does not fulfill their obligation to work will be prohibited from swapping for a period of sixty (60) days.
2. Eligible Corrections Officers shall submit a request for a shift swap on a proper form by the Friday preceding the first Monday start of the pay period. A separate form must be submitted for each shift swap.
3. The employer shall time stamp receipt of each form.
4. Corrections Officers shall be limited to the first fifteen (15) shift swaps submitted per pay period.
5. A Corrections Officer or their designee may not swap more than three shifts per pay period.
6. No shift swap shall be approved once the pay period begins, except that the Sheriff or Undersheriff or their designee may approve emergency requests.

G. Unfilled Shift Assignments

When an assigned shift position cannot be filled from the overtime list and it is necessary to assign an employee to the position, the Employer shall assign the least senior member of the previous shift in the title needed) to stay an additional four hours as well as the least senior member of the next shift for four hours.

ARTICLE 20 - Meals Allowance

- A. The Employer will pay employees for meals that are bought by employees while working on an overtime basis (4 hour minimum), providing said overtime is worked in conjunction with eight (8) hours normal duty in one (1) day. As of 7/01/2007 the maximum meal allowance shall be as follows:

Breakfast	\$ 6.50
Lunch	\$ 8.50
Dinner	\$ 12.00

- B. Corrections Officers, Senior Correction Officers and Assistant Correction Administrators who work in the County jail and who cannot leave the jail during their lunch time shall be allowed to purchase their lunch from the jail kitchen at a cost of \$1.50 per meal.

ARTICLE 21 - Pay Period

- A. All employees covered hereunder shall be paid in full bi-weekly. When the regular pay day falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.
- B. The County shall have pay checks available on the same payday as the rest of the County. The County may move the current pay day/pay period by no more than two (2) days. The County shall give the WCSCOA a minimum of sixty (60) days written notice before moving the pay day or pay period. Any such changes shall be done only if it is implemented on a countywide basis and shall only be done once. Employees shall re-coup any wages lost through a revised lag pay system at the end of their term of employment at the Sheriff's Department.
- C. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

ARTICLE 22 - Vacations

- A. Employees become eligible for paid vacation on their anniversary date. Vacation leave shall not be carried past the next anniversary date unless there are extreme circumstance and with the Sheriff's approval. Vacation leave shall be granted when, in the opinion of the Sheriff, it will be convenient to the department. Employees will be paid by check for accrued vacation leave at the time of their termination. Vacation time shall be taken only in full day increments.

VACATION SCHEDULE
EFFECTIVE JULY 1, 2007

SERVICE TIME	VACATION TIME EARNED
6 months	5 days
1 - 3 years	10 days
4 - 5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 - 24 years	25 days
25 years *	30 days
26 - 29 years	25 days
30 years *	30 days
31 - 34 years	25 days
35 years *	30 days
36 - 39 years	25 days
40 years	30 days

* On an employees anniversary year of 25, 30, 35, and 40 respectively, an additional five (5) days will be granted in recognition of long-term service for the County.

- B. Employees who are separated from the service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.
- C. Anything in this plan to the contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least six months from the anniversary date of employment.
- D. Employees who are on their scheduled vacation and are required to attend court on County business shall be paid their regular rate of pay for the day and shall report to work for the remainder of day. Such employee may then take another vacation day.

ARTICLE 23 - Holidays

- A. All employees covered hereunder shall be entitled to the following holidays.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday*

* Employee's birthday holiday can be taken on that day or any time during the remainder of the year and can be used in conjunction with vacation time. Prior notice of at least two (2) weeks shall be given to the Sheriff.

- B. Employees shall be paid holiday pay of one day's pay for each of the listed holidays, regardless of whether the day falls on a regularly scheduled day off or a regularly scheduled work day. If the employee works on the holiday, the employee, shall be paid at the rate of time and one half (1½) for the hours worked, plus the holiday pay. However, if an employee works on Thanksgiving or Christmas the employee shall be paid double time for the hours worked, plus the holiday pay.

ARTICLE 24 - Sick Leave

- A. All employees covered hereunder shall be entitled to a maximum of one (1) day per month absence with pay chargeable to sick leave; when such absence is incurred on account of the illness or other disability of the employee or a member of the employee's immediate family residing in the household of the employee at the time of the illness.
- B. A doctor's certificate of physical fitness may be required after absence of five (5) days per month or more due to personal illness or illness of relative (accumulative to 180 days). The Leave Slip shall be submitted within two days of the employee's return to work. The employee or a member of his family shall notify his immediate Supervisor at least one (1) hour prior to starting time.

ARTICLE 25 - Personal Leave

- A. All employees covered hereby shall be entitled to three (3) days personal leave with pay to be granted upon request to the Sheriff. Each employee will endeavor to make said request upon reasonable notice, and in any case, at least twenty-four (24) hours in advance, if possible. Such personal leave is not to be deducted from sick leave or vacation pay. However, unused personal leave days shall be added to an employee's unused sick leave annually on the employee's anniversary date.
- B. An employee who desires to take a personal day the day before or the day after a vacation day or a holiday, must receive approval prior to taking said personal day, or the employee will forfeit the paid vacation day or holiday, exception being, in case of an emergency situation where it is not possible for the employee to receive permission on time, the employee taking said personal day has the burden of providing proof to his Supervisor, or forfeit said pay for the paid vacation day or paid holiday. As a general rule, employees will not be allowed to take a personal day before or after a vacation day or holiday in order to extend the period of time away from the job.

ARTICLE 26 – Bereavement

- A. Upon request of an officer, a leave of absence of at least three (3) work days, but not to exceed four (4) work days, shall be granted because of death in his or her immediate family. Such leave shall be taken, without loss of pay or other benefits, and shall begin on the date of death. Regularly scheduled days off shall not be converted to paid bereavement days. Immediate family, for the purpose of this section, shall mean: Mother, Father, Spouse, Child, Grandchild, Grandparent, Brother, Sister, Father-in-law, Mother-in-law, Daughter-in-law and Son-in-law.

- B. In the event of the death of an Officer's brother-in-law or sister-in-law, and upon request, he or she shall be granted three (3) days off, without loss of pay and benefits. In the event of death of a relative, not included above, the Officer, upon request, shall be granted up to one (1) day off without loss of pay or benefits to attend funeral services.

ARTICLE 27 - Pension Plan

- A. Employer shall maintain the present Pension Plan.

ARTICLE 28 – Health Insurance

- A. Washington County provides health insurance coverage for any full time member employee within this bargaining unit. New hires shall be eligible for health insurance coverage after sixty days of employment.

The health coverage is an indemnity type plan. The County will maintain a similar style plan as is currently offered to the Unit.

The unit agrees to participate in the Countywide insurance committee to investigate alternatives to our current health insurance plan.

The employees are subject to all the administrative rules of the insurance carrier. The employee will pay 10% of the total cost of single coverage and the County will pay 90%. The employee will pay 20% of the total cost of a two-person coverage or family plan and the County will pay 80% of the premium cost.

- B. New York State Disability Insurance: The County agrees to pay 100% of the premiums for disability insurance. The employees must report any disability. Coverage may not be used until the employee has exhausted his or her accumulated sick leave credits.
- C. The Employer shall continue to provide employees the option of the Internal Revenue Code 125 Plan (POP Plan) that will allow the employee the option of paying the employee's share of the health insurance premium with "pre-tax dollars".

ARTICLE 29 - Wages

- A. The wage rates are shown in Appendix A. Only employees on the County payroll as of the date of ratification, and retirees, shall be entitled to any retroactive wages.

ARTICLE 30 - Worker Compensation Payment

- A. Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Worker Compensation payments shall be compensated in the following manner: Any payment received as Worker Compensation Benefits for absence for which the employee also receives full sick leave pay will be returned to the County as long as the employee receives full salary. The employee shall be entitled to retain any Worker Compensation Benefits for any period for which sick leave pay is not paid or payable.

ARTICLE 31 - Layoffs

- A. In a layoff situation employees will be laid off according to State and County Law. Position bumping downward due to layoffs will be based upon seniority. In this situation there will be only one (1) bump granted to senior employees.

ARTICLE 32 - Interdepartmental Job Openings

- A. Full time employees may bid for vacant or new positions in the Department provided they are eligible and qualified for the position under Civil Service rules and regulations. Applicant's job performance, degree of qualifications, and seniority in the Department shall be considered before a final appointment is made. This provision shall not supersede any Civil Service requirement concerning appointment from a Civil Service list.

ARTICLE 33 - New Job Classifications; Promotions

- A. The Employer agrees that in the event it establishes any new Job Classifications recognized by and falling under the negotiating unit, the Employer will furnish the Association the new job classification and will consult and confer with the Association, the basic salaries and benefits for such classification.

ARTICLE 34 - In-Service Training

- A. Any officer required to attend in-service training on his off-duty time, shall be compensated at the rate of one and one half times. This Article doesn't apply to any employee called in for training under Article 19.

ARTICLE 35 - Personnel Record

- A. Employee will be given a copy of any warning, reprimand, suspension or disciplinary action entered in to his or her personnel record within two (2) weeks of the action taken.
- B. Employee shall have the right to review his or her file at any time during normal working hours of the office which is required to account for such items. A twenty-four (24) hour written notice will be given prior to inspection.

ARTICLE 36 - Right to Counsel - Legal Rights Clause

- A.
 1. An Officer, who is under criminal investigation, has the right to have a representative of the association present and also has the right to the presence of an attorney during any questioning, hearing or interrogation.
 2. An officer will be notified, in writing, of any and all departmental non-criminal investigations concerning him or her, at least twenty-four (24) hours in advance of any charges being filed or interrogation of the officer. Notice will contain all pertinent information regarding complaint and name of complaining party. Copies of all statements will be also be furnished.
 3. No officer will be given polygraph examination

4. An officer who is the subject of a criminal investigation, shall be advised of his or her Constitutional Rights and no officer will be required or requested to waive his or her Constitutional Rights by means of coercion.

The parties agree that the New York State Civil Service law shall apply to discipline cases.

ARTICLE 37 - Savings Clause

- A. If any section, subdivision, sentence, clause, phrase or portion of this Agreement is, for any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions of this Agreement.

ARTICLE 38 - Duration Clause

- A. This Agreement shall be in force and effect from January 1, 2007 to December 31, 2009, and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same seventy-five (75) days prior to the expiration date thereof or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for hereinabove.

ARTICLE 39 - Agreement

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds heretofore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 41 - Grievance Procedure

Grievance Procedure/Arbitration

Grievance Definition. A grievance is an alleged violation of this agreement. Grievances will be processed pursuant to the following paragraphs.

Grievance Form. Grievances will be presented on a proper form provided by the County. (Appendix B.) Grievances shall be dated, indicate the contract provision allegedly violated, and be signed by the grievant(s).

Group Grievance. A grievance involving the same basic allegation by more than one (1) employee or a grievance by the Union may be presented by the Union directly at Step 1 of this grievance procedure.

Informal Discussion. An aggrieved employee must first attempt to resolve the grievance with the employee's supervisor, notifying the supervisor that the discussion constitutes the informal step of the grievance procedure. The immediate supervisor must be a management employee outside the bargaining unit. The local department steward may be present upon the request of the employee.

Formal Grievance Procedure. A grievance must be filed at Step 1 of the procedure through use of the grievance form within ten (10) workdays of its occurrence or within ten (10) workdays of the date on which the employee knew or could be expected to know of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

Step 1. Sheriff. Formal grievances will be filed with the Sheriff. Within ten (10) workdays of receipt of the grievance, the Sheriff or designee will hold a hearing at which the grievant and/or the department steward will discuss the complaint. Within ten (10) workdays after the hearing, the Sheriff or designee shall render a written decision to the grievant(s) and the Union.

Step 2. - Board of Supervisors. If the answer in Step 1 is unsatisfactory, the Union may submit the grievance within ten (10) workdays to step 2 by serving written notice to the Chairman of the Board of Supervisors. A committee of the Board shall hold a hearing within ten (10) workdays of receipt of the written notice at which the grievant and/or the Union's general representative will discuss the complaint. A written decision will be rendered to the Union within ten (10) workdays after the hearing.

Step 3 - Arbitration. Within ten (10) workdays of receipt of the written decision in Step 2, the Union may process contract grievances to arbitration under the rules of procedure of the Public Employment Relations Board.

ARTICLE 42- Layoffs and Promotions

- A. Civil Service Laws and Rules shall govern layoffs and promotion.

ARTICLE 43 - Civil Service Positions

- A. The Washington County Sheriff Correction Officers' Association accepts the County's right to convert the Sheriff's Department to Civil Service status and agrees that it will cooperate in helping the County achieve this objective. The County shall establish the positions of Correction Officer, Senior Correction Officer and Assistant Correction Administrator and such other positions as it deems fit.

ARTICLE 44 - Credit Union

- A. The County shall grant bargaining unit members payroll deductions for the TCT Credit Union.

ARTICLE 45 - Drug Testing

- A. The parties agree to establish a mutually agreeable drug testing procedure through Labor-Management Committees discussions.

ARTICLE 46 - Joint Labor-Management Committee

The parties agree to establish a joint Labor-Management Committee consisting of three management representatives and three members of the bargaining unit. The committee shall discuss issues of mutual concern but shall not conduct any labor contract negotiations. The Committee will meet upon written request of either party. The party requesting the meeting shall submit to the other party a proposed agenda in writing.

Meetings will normally be held every other month unless neither side requests a meeting. Emergency meetings may be held at any time.

The meeting shall normally be held between 2 P.M. and 4 P.M. Committee members shall suffer no loss in pay for attending the Labor-Management Committee meetings.

Commencing in June, 1991, the Labor-Management Committee shall discuss the establishment of an Employee Assistance Program, a Drug Testing and Treatment Program, the establishment of a countywide 911 number including the status and role of the dispatchers.

ARTICLE 47 - Management Rights

Subject to applicable law and except as modified by this Agreement, the Employer has both the legal responsibility and sole right to manage its business and to:

- A) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline and discharge its employees and to direct them in their work; and to
- B) control all employer property.

ARTICLE 48 - Part time Employees:

- A. Part-time Corrections Officers will be limited to working 42 ½ hours per pay period (14 days).
- B. Full time Corrections Officers will have preference over part-time corrections officers for unscheduled overtime.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY.

Dated: 8-3-07

Washington County Sheriff's Department
Fort Edward, New York

By: Roger W. Seclaw

Title: Sheriff

Washington County

By: John C. Trinkle

Title: Chairman, Board of Supervisors

APPROVED AS TO FORM
DATE: 8/3/07
[Signature]
Roger A. Wickes
Washington Co. Attorney

Washington County Corrections Officers' Association
Fort Edward, New York

By: Terry VanCura Jr.

Title: President

Richard Stokes Council 82

APPENDIX A – SALARY SCHEDULE

CORRECTIONS OFFICER

HOURLY WAGES		STEPS				
PROBATIONARY PERIOD	YEAR	BASE	1	2	3	4
\$13.25	2007	\$13.78	\$14.31	\$14.84	\$15.38	\$15.92
\$13.91	2008	\$14.47	\$15.03	\$15.59	\$16.15	\$16.71
\$14.60	2009	\$15.19	\$15.78	\$16.37	\$16.96	\$17.55

ANNUAL SALARY BASED ON 2080 HOURS		STEPS				
PROBATIONARY PERIOD	YEAR	BASE	1	2	3	4
\$27,560.00	2007	\$28,662.40	\$29,764.80	\$30,867.20	\$31,990.40	\$33,113.60
\$28,932.80	2008	\$30,097.60	\$31,262.40	\$32,427.20	\$33,592.00	\$34,756.80
\$30,368.00	2009	\$31,595.20	\$32,822.40	\$34,049.60	\$35,276.80	\$36,504.00

SENIOR CORRECTIONS OFFICER *

HOURLY WAGES		STEPS				
YEAR	BASE	1	2	3	4	
2007	\$15.56	\$16.09	\$16.62	\$17.16	\$17.70	
2008	\$16.35	\$16.91	\$17.47	\$18.03	\$18.59	
2009	\$17.16	\$17.75	\$18.34	\$18.93	\$19.52	

ANNUAL SALARY BASED ON 2080 HOURS		STEPS				
YEAR	BASE	1	2	3	4	
2007	\$32,364.80	\$33,467.20	\$34,569.60	\$35,692.80	\$36,816.00	
2008	\$34,008.00	\$35,172.80	\$36,337.60	\$37,502.40	\$38,667.20	
2009	\$35,692.80	\$36,920.00	\$38,147.20	\$39,374.40	\$40,601.60	

ASSISTANT CORRECTIONS ADMINISTRATOR *

HOURLY WAGES		STEPS				
YEAR	BASE	1	2	3	4	
2007	\$17.07	\$17.60	\$18.13	\$18.67	\$19.21	
2008	\$17.92	\$18.48	\$19.04	\$19.60	\$20.16	
2009	\$18.81	\$19.40	\$19.99	\$20.58	\$21.17	

ANNUAL SALARY BASED ON 2080 HOURS		STEPS				
YEAR	BASE	1	2	3	4	
2007	\$35,505.60	\$36,608.00	\$37,710.40	\$38,833.60	\$39,956.80	
2008	\$37,273.60	\$38,438.40	\$39,603.20	\$40,768.00	\$41,932.80	
2009	\$39,124.80	\$40,352.00	\$41,579.20	\$42,806.40	\$44,033.60	

LONGEVITY FOR ABOVE TITLES

HOURLY WAGES		LONGEVITY				
YEAR	5 YEARS	7 YEARS	10 YEARS	15 YEARS	20 YEARS	
2007	\$0.25	\$0.36	\$0.25	\$0.25	\$0.25	
2008	\$0.25	\$0.36	\$0.25	\$0.25	\$0.36	
2009	\$0.25	\$0.36	\$0.25	\$0.36	\$0.36	

ANNUAL SALARY BASED ON 2080 HOURS		LONGEVITY				
YEAR	5 YEARS	7 YEARS	10 YEARS	15 YEARS	20 YEARS	
2007	\$520.00	\$748.80	\$520.00	\$520.00	\$520.00	
2008	\$520.00	\$748.80	\$520.00	\$520.00	\$748.80	
2009	\$520.00	\$748.80	\$520.00	\$748.80	\$748.80	

* Any Corrections Officer promoted to another title will be placed step for step.

APPENDIX B – GRIEVANCE FORM

WASHINGTON COUNTY SHERIFF CORRECTION OFFICER'S ASSOCIATION
GRIEVANCE FORM

Grievance Number: _____

Name of Aggrieved Employee: _____

Title of Aggrieved Employee: _____

Date Submitted: _____

Contract Clause Violated: _____

Date of Occurrence: _____

Statement of Facts: _____

Redress Sought: _____

Signature of Grievant: _____

Department Steward's Signature: _____

Action Taken by Employer: _____

Employer's Signature: Step 1 Date

Step 2 Date

Copy to: Grievant

Chief Steward

Sheriff

County Administrator

(Use Reverse Side if Necessary and Title Section)

